



FarmTrace (Pty) Ltd Terms and Conditions for FarmTrace InField

- 1 This FarmTrace InField solution ("**In-Field**") Terms and Conditions ("**Terms**"), govern your use of this website, access to a cloud-hosted agriculture platform, the FarmTrace InField platform ("**FarmTrace InField Platform**") and/or any services and/or functionalities made available via this website, FarmTrace InField Platform and/or the InField solution ("**InField Services**"), which are offered by Farm Trace Pty Ltd (Registration number: 2015/439018/07) (hereinafter jointly referred to as "**we**", "**us**", "**our**" or "**Farm Trace**") and/or its third party service providers to you, including customers, employees, distributors and/or other third parties (hereinafter referred to as "**you**" or "**your**").
- 2 **Nothing in these Terms are intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created in terms of any applicable laws, including any consumer protection laws.**
- 3 **REGISTRATION AND SECURITY**
 - 3.1 In order to access the FarmTrace InField Platform and/or InField Services, you will be required to register a digital identity by completing a profile with details such as your mobile number, e-mail address and be requested to create a username and password. By continuing to access the website and/or FarmTrace InField Platform after successfully creating your digital identity, you automatically accept and are bound by these Terms. If you do not wish to accept these Terms, you will not be granted access to the InField solution. You warrant that you are authorized to and/or that your representatives have the necessary authority to access the FarmTrace InField Platform and/or procure InField Services.
 - 3.2 Access will be granted to natural persons and juristic persons alike. Where a natural person is acting on behalf of a juristic person, each individual person shall be required to register a separate profile and accept these terms and conditions. The applicable juristic person shall ensure that its representative have the necessary authority and shall immediately notify us in writing if an individual ceases to have the necessary authority to access the FarmTrace InField Platform and transact in relation to InField Services. We reserve the right to hold both any natural person and juristic person legally accountable under these Terms and will not be responsible for any losses incurred as a result of failure to notify us regarding changes in users from time to time.
 - 3.3 Once you have successfully registered, for security purposes you will be required to enter your username and password each time to access the FarmTrace InField Platform and/or InField Services.
 - 3.4 You must at all times keep secret your username and password and any other personal details relating to the log-in procedure (including any one-time PIN, other personal identification numbers, passwords, usernames or other digital identity codes ("**Access Codes**") and you must take all reasonable precautions to prevent any unauthorized or fraudulent use of your Access Codes. ***If you do not keep your Access Codes safe, you give up any claim you may have against us for any loss or damage you may suffer because you have not kept them safe.***
 - 3.5 We confirm that we have reasonable security safeguards in place to protect your Access Codes and other personal or confidential information provided by you via this website, but you acknowledge that ***any information sent over an unsecured link or communication system is susceptible to unlawful monitoring, interception or access by a third party, for which we will not be responsible.***
 - 3.6 You also acknowledge that (i) your Access Codes are for your exclusive use only; (ii) you will not share any Access Codes in relation to accessing the FarmTrace InField Platform and/or InField Services with a third party or record such details in any way that may result in them becoming known to a third party; and (iii) once the correct Access Codes have been entered



and submitted to us, we will accept and process all instructions via the FarmTrace InField Platform on your behalf.

- 3.7 You must notify us immediately if you become aware of, or reasonably suspect any unauthorized access to or use of your Access Codes by contacting us at the contact details set out in clause 17.

4 INFIELD SERVICES

- 4.1 Once you have successfully registered, you may access the FarmTrace InField Platform and InField Services in conjunction with or via our authorized representatives and/or directly via this website.

- 4.2 In some cases, you will be given a demo or trial to assess the InField Services. **These are provided on an "as-is" basis and shall be used by you at your own risk.**

- 4.3 **When you access the FarmTrace InField Platform, you assure us that your data provided, including your personal information is accurate, current and complete.**

5 USE OF FARMTRACE INFIELD PLATFORM AND INFIELD SERVICES

- 5.1 We hereby grant you a non-assignable, non-sub-licensable, non-exclusive license to access the FarmTrace InField Platform, and/or the InField Services.

- 5.2 By using or accessing the FarmTrace InField Platform, you undertake to refrain from the following conduct:

- 5.2.1 transmitting any worms, viruses, trojan horses, time bombs, or cancelbots and/or other codes or malware of a destructive nature. This includes not interfering with the operation of any of the tools, scripts, routines or codes of the FarmTrace InField Platform and/or the InField Services, including by using any software, routine or device that will or may interfere with the tools, services and/or website, such as viruses, trojan horses, worms, time bombs, or cancelbots and/or other codes or malware of a destructive nature;

- 5.2.2 intercepting any data or personal information of any user or third party transmitted on or via the Platform;

- 5.2.3 uploading, posting, hosting, or transmitting unsolicited email, SMSs, or 'spam' messages;

- 5.2.4 performing any action that may disable, override or impair the efficient and/or proper operation or working of the FarmTrace InField Platform and/or this website;

- 5.2.5 posting content, taking or mobilising action using the FarmTrace InField Platform in a way that infringes or violates any person's rights or the laws of any applicable jurisdiction;

- 5.2.6 utilising the Platform for any illegal or unauthorised purposes; and

- 5.2.7 violating any laws in any jurisdiction, including but not limited to any intellectual property laws.

- 5.3 You may not copy, adapt, modify, alter, de-compile, reverse engineer, attempt to derive the source code of or create derivative works of, or otherwise attempt to reproduce the FarmTrace InField Platform, InField Services, its contents, including any intellectual property therein, its design, any updates to the FarmTrace InField Platform and/or any proprietary features in relation to it, or any parts thereof. This prohibition extends to any and all content belonging to third parties that is found on the FarmTrace InField Platform and/or any content featured on the websites which are accessed via links that are found on this website. You may not sub-license such third party content, including intellectual property rights associated with such third-party content.



- 5.4 You may not establish a hyperlink, frame, metatag, similar reference, whether electronically or otherwise (collectively referred to as "linking"), or any other reference, to this website.
- 5.5 You acknowledge that (i) we will not be responsible for any mobile operator or service provider's network and/or Wi-Fi (wireless internet access) connectivity preventing or negatively impacting your access to the FarmTrace InField Platform; and (ii) your mobile network operator (cellphone service provider) or internet service provider may charge you separately for accessing and using the FarmTrace InField Platform and/or InField Services via a mobile network or Wi-Fi connection, and that you are solely responsible for such charges.
- 5.6 You acknowledge that the FarmTrace InField Platform and/or InField Services may be inaccessible or inoperable for any reason, including, without limitation: (a) equipment (hardware) malfunctions, (b) software malfunctions, (c) periodic maintenance procedures or repairs which we and/or our third party service providers may undertake from time to time, or (d) causes beyond the reasonable control of us and/or our third party service providers.
- 5.7 We reserve the right to replace, change or discontinue any of the FarmTrace InField Platform and/or InField Services on reasonable notice to you and may also offer additional functionality and options as part of the FarmTrace InField Platform from time to time.
- 5.8 We also reserve the right to suspend your access to the FarmTrace InField Platform without notice in the event that we reasonably suspect that you are using the FarmTrace InField Platform and/or InField Services for any unlawful purpose and/or activity and/or whenever it deems such action necessary in its absolute discretion.

6 INTELLECTUAL PROPERTY

- 6.1 We, or our third-party licensors, own all intellectual property rights in and to the FarmTrace InField Platform and/or InField Services. Certain content available on this website and/or the FarmTrace InField Platform may include content belonging to third parties. We may provide links to third party websites as a convenience to you. You acknowledge that we are not responsible and/or liable for the following and/or its accuracy:
 - 6.1.1 all content belonging to third parties on this website and/or the FarmTrace InField Platform; and/or
 - 6.1.2 any content featured on the websites which are accessed via links that are found on the website.
- 6.2 You indemnify us against all actions, claims, costs, demands, expenses and other liabilities suffered or incurred by us as a result of any third-party claims initiated and/or instituted against us relating to your unauthorised use of the FarmTrace InField Platform and/or InField Services and/or any intellectual property rights flowing therefrom.

7 DISCLAIMER OF WARRANTY

- 7.1 Other than where we have agreed in writing, we do not warrant that the FarmTrace InField Platform and/or InField Services will: (i) meet your personal, technical and/or financial requirements; (ii) function properly at all times; (iii) be reliable, always on time, secure, uninterrupted or error-free; and/or (iv) have all errors or defects corrected.
- 7.2 To the full extent allowed by law, we disclaim all warranties and conditions regarding the FarmTrace InField Platform and/or InField Services, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement of third party rights.



8 LIMITATION OF LIABILITY AND INDEMNITIES

- 8.1 You hereby indemnify us, our associates and third party service providers from any losses due to or arising out of your use of this website, FarmTrace InField Platform and/or InField Services or your failure to comply to these Terms, except in cases of gross negligence or willful misconduct on the part of us or any of our employees, and in particular you indemnify us against losses arising from:
- 8.1.1 claims of any nature which may be brought against us or which we may suffer as a result of acting or failing to act on any instruction received from you in relation to the FarmTrace InField Platform and/or InField Services;
 - 8.1.2 any unauthorized interception or monitoring of the InField Services;
 - 8.1.3 any erroneous and/or unauthorized access and/or transactions entered into by your staff;
 - 8.1.4 any unauthorized access (including but not limited to *phishing*) to the FarmTrace InField Platform and/or InField Services;
 - 8.1.5 claims related to a trial and/or demo product or service or following the end of the trial;
 - 8.1.6 any breach of security or any destruction or access to your data;
 - 8.1.7 including, but not limited to, indirect, incidental, consequential loss and damage caused by or arising from your use of or your inability to use the FarmTrace InField Platform and/or InField Services;
 - 8.1.8 your breach of these Terms, to the extent that you are allowed to give this undertaking in law;
 - 8.1.9 any violation of any intellectual property rights by you; and
 - 8.1.10 losses for unauthorized access to your confidential and/or personal information incurred as a result of the malfunction, failure or unavailability of the FarmTrace InField Platform and/or InField Services, or any hardware, software or equipment, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, or any other event beyond our control.
- 8.2 We will not be liable (including to any third party) for any damages for loss of profits or savings, loss of data, loss of revenue or other economic loss (whether direct, indirect or consequential), or for any other indirect, consequential, special, or punitive damages whatsoever and howsoever arising out of or related to any breach of these Terms.

9 YOUR PRIVACY

- 9.1 For information about data protection practices, please read the Privacy Policy which you can find at <https://ontrack.myfarmweb.com>. This policy explains how we treat your personal information, and protect your privacy, when you use the FarmTrace InField Platform and/or InField Services.
- 9.2 You agree that we may process your personal information in accordance with our Privacy Policy.
- 9.3 We acknowledge that you own your proprietary information, but you hereby grant us an irrevocable, perpetual, transferable and worldwide right to continue to capture and process anonymised data generated via the FarmTrace InField Platform and/or InField Services.



10 SANCTIONS

- 10.1 You may not use the FarmTrace InField Platform and/or InField Services if you are the subject of international sanctions or sanctions imposed by the governments of the country where you are using the FarmTrace InField Platform and/or InField Services. You must comply with all applicable laws in relation to any sanctions or trade controls, including any export and re-export restrictions that may apply to InField Services including any software, technology, and services.

11 BREACH AND TERMINATION

- 11.1 We may stop you from using the FarmTrace InField Platform and/or InField Services if you breach a clause of these Terms and do not remedy it within 5 (five) business days after we have asked you to. We may still take other steps available to us, including applying to court for an urgent interdict order against you.
- 11.2 Either party may cancel these Terms by giving 30 (thirty) calendar days' prior written notice to the other, except that we may suspend and cancel these Terms without prior notice to you on reasonable grounds when deemed appropriate.

12 CHANGES TO THESE TERMS

- 12.1 We reserve the right, in our sole discretion, to, and you agree that we may, amend these Terms at any time, in any way and from time to time. We will give notice of and publish the amended Terms on this website and via the FarmTrace InField Platform. These amendments shall come into effect on the basis specified in the notice we provide of such proposed changes.
- 12.2 It is your responsibility to review these Terms regularly and to ensure that you agree with any amendments to these Terms. If you do not agree with any amendments to these Terms, you may no longer use the FarmTrace InField Platform and/or InField Services.

13 LAW AND JURISDICTION

- 13.1 You irrevocably agree that the laws of the Republic of South Africa shall govern your use of the FarmTrace InField Platform and/or InField Services and these Terms.
- 13.2 You agree that any dispute shall be referred to the South African courts, provided that any party can approach a court with the appropriate jurisdiction for urgent relief.

14 SEVERABILITY

- 14.1 Any provision in these Terms which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be treated *pro non scripto* (as if it were not written) and be severed from these Terms, without invalidating the remaining provisions of these Terms.

15 DOCUMENTS AND NOTICES

- 15.1 We choose the addresses specified for the purposes of the FarmTrace InField Platform and/or InField Services at infield@farmtrace.co.za for all communication purposes under these Terms, whether in respect of court process, notices or other documents or communications of whatsoever nature.

16 CONTACT US

- 16.1 Should you wish to raise any questions, complaints or claims in connection with these Terms, you can contact us on infield@farmtrace.co.za.



Privacy Policy

1 WHO WE ARE

2 This website is operated by Farm Trace Pty Ltd (Registration number: 2015/439018/07 (hereinafter jointly referred to as "**we**", "**us**", "**our**" or **Farm Trace**") and this policy explains how we process your personal information when you access this website, access our cloud-hosted agriculture FarmTrace Infield platform ("**Infield Platform**") and/or any services or functionalities made available via this website, the FarmTrace Infield Platform or the Infield solution ("**Infield Services**").

3 PURPOSE OF THIS PRIVACY POLICY

3.1 We are committed to the privacy and confidentiality of information provided to us. This Privacy Policy provides information to help you understand how we collect, use and share your personal information and our privacy practices with regard to any personal information collected by us from you directly and/or through the website, FarmTrace Infield Platform and/or the use of Infield Services.

3.2 Personal information means information which identifies you, and includes information such as your name, email address, physical and/or registered address, telephone number, and/or passwords, as well as any other personal data collected in the course of access to this website, the FarmTrace Infield Platform and/or providing any InField Services to you.

3.3 By visiting this website and/or registering to access the FarmTrace Infield Platform and Infield Services, you consent to the processing and transfer of your personal information as set out in this Privacy Policy.

4 NOTIFICATION OF CHANGES TO PRIVACY POLICY

We are continually improving our methods of communication and adding new functionality and features to this website and to our existing Services. Because of these ongoing changes, changes in the law and the changing nature of technology, our data protection practices will change from time to time. If and when our data protection practices change, we will update this Privacy Policy to describe our new practices. In the event that any upgrades are done you will be notified the next time you visit this site. We encourage you to check this page regularly.

5 COLLECTING YOUR PERSONAL INFORMATION

5.1 We are committed to an informed and limited collection of essential personal information.

5.2 We can get your personal information when you:

5.2.1 access and register an account on the FarmTrace InField Platform;

5.2.2 buy the InField Service from us;

5.2.3 subscribe to receive information from us from time to time

5.2.4 ask us for more information about an InField Service, or contact us with a question or complaint;

5.2.5 visit or browser or website.

5.3 With your permission or consent and/or as permitted by law, we may also collect information about you from other organisations or third parties, if this is appropriate and allowed by law. These include fraud-prevention agencies, business directories and credit reference agencies.



6 UNDERSTANDING WHAT YOU WANT (THE USE OF COOKIES)

- 6.1 We might also use cookies (small text files stored in your browser) and other techniques such as web beacons (small, clear picture files used to follow your movements on our website). These cookies collect information that makes the website remember you and tells us how you use our website, web-related products and services.
- 6.2 This, in turn, helps us make our website relevant to your interests and needs. They also help us find information once you have logged in or help us link your browsing information to you and your personal information, for example, when you choose to register for a service. We may use a persistent cookie (a cookie that stays linked to your browser) to record your details so we can recognise you if you visit our website again.
- 6.3 Cookies by themselves cannot be used to discover your identity. Cookies do not damage your computer. You can set your browser to notify you when you receive a cookie. This enables you to decide if you want to accept it or not. If you choose not to accept cookies from our website this may limit its functionalities or performance.

7 ANONYMOUS DATA COLLECTED

- 7.1 In addition to the information we collect as described above, we use technology to collect anonymous information about the use of our website, FarmTrace InField Platform and InField Services. For example, our web server automatically logs which pages of our website our visitors view, their IP addresses and which web browsers our visitors access. This technology does not identify you personally; it simply enables us to compile statistics on the FarmTrace InField Platform and InField Services. All of this information is collected and used only in the aggregate, where we can use it to generate overall reports on products and services, but not reports about individual users, unless it is specific to the provision of the InField Services.
- 7.2 Our website contains hyperlinks to other pages on our website. We may use technology to track how often these links are used and which pages on our website our visitors choose to view. Again this technology does not identify you personally – it simply enables us to compile statistics about the use of these hyperlinks.
- 7.3 We also use your IP address to help diagnose problems with our server and to administer our website. An IP address is a numeric code that identifies your computer on a network, or in this case, the Internet. Your IP address is also used to gather broad demographic information.
- 7.4 We may also perform IP lookups to determine which domain you are coming from to more accurately gauge our users' demographics.

8 THE PERSONAL INFORMATION WE COLLECT

- 8.1 The information we collect about you depends on your use of the FarmTrace InField Platform and/or the InField Services you use and subscribe to. It includes (but isn't limited to) the following:
- 8.1.1 your name, age, physical and/or registered address, account information, telephone contact details and email address;
- 8.1.2 your preferences, use and feedback in relation to particular products and services;
- 8.1.3 your contact with us – such as a note or recording of a call you make to one of our contact centres, an email or letter you send to us or other records of any contact you have with us; and
- 8.1.4 IP addresses, location information, recordings, correspondence, evaluations, surveys.



8.2 Should you be using the FarmTrace InField Platform and/or the InField Services to view and monitor the data (including personal information) of your authorised users, then you warrant that you will use such data lawfully and will indemnify us for any losses that your authorised users may suffer as a result of your use and monitoring of their data.

9 USE AND ANALYSIS OF YOUR PERSONAL INFORMATION:

9.1 We may use and analyse your information to:

9.1.1 process the InField Services you've acquired from us, and keep you updated with your order progress;

9.1.2 keep you informed generally about new products and services (unless you choose not to receive our marketing messages);

9.1.3 provide the relevant service or product to you. This includes other services not included in your agreement with us, and services that use information about where you are when using your mobile equipment (location information) and to contact you with messages about changes to the service or product;

9.1.4 contact you with offers or promotions based on how you use our products and services. These include your calling and messaging activities, location information and browsing information;

9.1.5 bill you for using our products or services, or to take the appropriate amount of credit from you;

9.1.6 to administer this website and the FarmTrace InField Platform and help us improve our InField Services;

9.1.7 respond to any questions or concerns you may have about using our FarmTrace InField Platform and/or InField Services;

9.1.8 understand how you use our FarmTrace InField Platform and InField Services;

9.1.9 carry out research and statistical analysis including to monitor how users use our FarmTrace InField Platform and InField Services on an anonymous basis;

9.1.10 provide aggregated reports to third parties (such reports do not contain any information which may identify you as an individual).

9.2 The information we use may include your approximate location, based on the nearest mobile cell site linked to the provision of an InField Service.

9.3 We'll store your information for as long as we have to by law. If there's no legal requirement, we'll only store it for as long as we need it.

10 SHARING YOUR PERSONAL INFORMATION

10.1 We may share information about you with:

10.1.1 our affiliate companies;

10.1.2 partners, distributors or agents involved in providing the FarmTrace InField Platform and/or delivering the InField Services;

10.1.3 our subcontractors who are engaged to perform services for, on behalf of us, our partners, distributors or agents;



- 10.1.4 where applicable, credit reference, fraud prevention or business scoring agencies, or other credit scoring agencies;
- 10.1.5 law enforcement agencies, regulatory organisations, courts or other public authorities if we have to, or are authorised to by law;
- 10.1.6 if we're reorganised or sold to another organisation, we may transfer any personal information we hold about you to that organisation.
- 10.2 At your option, and only with your consent, we may also share your information with partner organisations we've chosen carefully, so they can contact you about their products and services.
- 10.3 Where appropriate, before disclosing personal information to a third party, we contractually require the third party to take adequate precautions to protect that data and to comply with applicable law.
- 10.4 We may transfer your information outside of the territory where you are located for the purpose of operating the FarmTrace InField Platform and/or providing InField Services, but will always ensure that we comply with the applicable data protection legislation and will continue to ensure that your information is protected.
- 10.5 In the event of a merger/acquisition or company reorganisation, your personal information may be part of the transferred assets and are likely to be disclosed to the new company.

11 HOW TO UNSUBSCRIBE OR OPT-OUT

- 11.1 If you no longer want to receive marketing messages from us, please contact our customer services team and you'll be 'opted out'. (You can get in touch with customer services through the Contact Us page on our site.)
- 11.2 If you choose to unsubscribe or opt out, we will hold your contact details on file marked so that we do not contact you again. This is so that we do not contact you if your details are subsequently provided to us by a third party.

12 ACCESS AND CORRECTIONS TO PERSONAL INFORMATION

- 12.1 Under the law, you have the right to access, correct, amend, delete your personal information or to object to the processing of your personal information.
- 12.2 Upon receipt of your written request and enough information to permit us to identify your personal information, we will disclose to you the personal information we hold about you, for which we may make a charge as allowed by applicable law.
- 12.3 We will also correct, amend or delete any personal information that you tell us is inaccurate and notify any third party recipients of the necessary changes. You may update any information you have given to us by contacting us at our registered address.
- 12.4 Requests to delete personal information are subject to any applicable legal and ethical reporting or document retention obligations imposed on us.
- 12.5 You also have the right to request deletion (also known as the "right to be forgotten") of your personal information being stored and/or otherwise processed by or on behalf of us. To the extent that you are using the FarmTrace InField Platform and InField Services as an authorised user on behalf of your organisation, then any such request for the deletion of your personal information must be communicated by your organisation to us in writing (our contact details are infield@farmtrace.co.za).



- 12.6 Please be aware that, should you request deletion of your personal information, we may no longer be able to provide you or your organisation with key features of the FarmTrace InField Platform and InField Services or otherwise fulfil the purposes for which we have asked for your personal information.
- 12.7 Once our contract with you terminates, we continue to retain your personal information for our legitimate business purposes such as complying with any legal obligations placed upon us and/or the proper execution of our business operations. Should you wish for us to no longer retain your personal information after our agreement with you or your organisation expires or is terminated, then we may process your request (unless there is a reason permitted under applicable law allowing us to refuse your request); however, please note that should we do so, this may be detrimental to you or your organisation's future use of the FarmTrace InField Platform and InField Services as you or your organisation will lose historic data that you or your organisation had previously processed using the FarmTrace InField Platform and InField Services which may not be recoverable.

13 **UNAUTHORISED THIRD-PARTY ACCESS TO YOUR INFORMATION**

Despite the security measures we have in place to protect your personal information (firewalls, password access and encryption methods) you acknowledge that it may be accessed by unauthorised third party, e.g. as a result of an illegal activity.

14 **CONTACT**

For general queries, please contact the FarTrace InField team on infield@farmtrace.co.za. For software support, please contact the correct in-country support desk as listed on the InField website.